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7-1-1982

## City of New York School District Board of Education and Board of Education Employees, District Council 37, American Federation of State, County and Municipal Employees, AFL-CIO, Local 372 (1982)

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**City of New York School District Board of Education and Board of Education Employees, District Council 37, American Federation of State, County and Municipal Employees, AFL-CIO, Local 372 (1982)**

**Keywords**

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**Comments**

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~~OCT 19 1984~~

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Prev x 6/82  
7,000 employees

JUN 27 1985

Signed Original  
Hourly School  
Lunch Employees  
7/1/82 - 6/30/84

A G R E E M E N T  
between  
The Board of Education  
of the  
City School District of the City of New York  
and  
Board of Education Employees Local 372  
District Council 37  
American Federation of State, County  
and Municipal Employees  
AFL-CIO  
covering  
HOURLY SCHOOL LUNCH EMPLOYEES

July 1, 1982 - June 30, 1984

*This contract covers approx. 7,000 employees.*

BOARD OF EDUCATION  
OF THE  
CITY OF NEW YORK

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TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	UNION RECOGNITION	2 - 3
II	FAIR PRACTICES	4
III	RATES OF PAY	5
IV	HEALTH AND WELFARE BENEFITS	6 - 7
V	HOLIDAYS	8
V-A	EDUCATION FUND	8
VI	VACATION PAY AND SUMMER PAYMENTS	9 - 11
VII	UNIFORMS	12 - 12a
VIII	PAYMENT OF DEATH BENEFIT FOR EMPLOYEE WHO DIES FROM INJURY INCURRED IN COURSE OF EMPLOYMENT	13
IX	DISABILITY BENEFITS FOR ASSAULT WHILE ON DUTY	14
X	TERMINATION PAY ALLOWANCE	14
XI	SERVICE COMPENSATION ALLOWANCE	15
XII	TRANSFER OF SENIORITY	16
XIII	LEAVES OF ABSENCE	17 - 18
XIV	SICK LEAVE	19
XV	EXCUSABLE ABSENCES	20 - 22
XVI	SENIORITY POLICY	23 - 26
XVII	VACANCIES IN SCHOOL AIDE AND PARAPROFESSIONAL POSITIONS	27
XVIII	POLICY CONCERNING APPLICATIONS FOR POSITIONS IN OTHER WORK LOCATIONS	28 - 29
XIX	ASSIGNMENT OF REGULAR WORK SCHEDULES	30
XIX-A	SERVICE BEFORE THE OPENING OF SCHOOL	31
XX	COMPLAINT AND GRIEVANCE PROCEDURES	32 - 38
XXI	DISCHARGE REVIEW PROCEDURES	39
XXII	PERSONNEL FOLDERS	40
XXIII	DAMAGE OR DESTRUCTION OF PROPERTY	40

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
XXIV	SAFETY	41 - 42
XXV	PAY PRACTICES	43
XXVI	BULLETIN BOARDS	43
XXVII	STORAGE OF EMPLOYEE'S PROPERTY	44
XXVIII	IDENTIFICATION CARDS	44
XXIX	CHECK-OFF	45
XXX	INFORMATION TO THE UNION	46
XXXI	PRINCIPLES TO GOVERN CERTAIN PERSONNEL ACTION	46
XXXII	INFORMATION AT THE WORK LOCATION	47
XXXIII	CONSULTATION WITH UNION COMMITTEE	47
XXXIV	UNION MEETINGS	48
XXXV	RESTRICTION ON UNION ACTIVITIES	48
XXXVI	ASSISTANCE IN ASSAULT CASES	49
XXXVII	NOTICE - LEGISLATIVE ACTION	49
XXXVIII	CONFORMITY TO LAW - SAVING CLAUSE	50
XXXIX	COPY OF AGREEMENT	50
XL	NO-STRIKE PLEDGE	51
XLI	DURATION	51
	SIGNATORIES	52

AGREEMENT MADE AND ENTERED INTO by and between THE BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK (hereinafter referred to as the "Board") and BOARD OF EDUCATION EMPLOYEES LOCAL 372, District Council 37, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

WHEREAS, the Board has voluntarily endorsed the practices and procedures of collective bargaining as a peaceful, fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the special functions and obligations of the Board, are permitted by law and are consonant with the paramount interests of the school children, the school system and the public; and

WHEREAS the Board, on March 8, 1962, adopted a Statement of Policies and Practices with Respect to Representation of Pedagogical and Civil Service Employees for Purposes of Collective Bargaining with the Board of Education (hereinafter referred to as the "Statement of Policies"); and

WHEREAS, pursuant to the Statement of Policies, the Union has been certified as the exclusive bargaining representative of all employees employed by the Board of Education in the titles of hourly School Lunch Helper and hourly Senior School Lunch Helper; and

WHEREAS, an agreement heretofore entered into by and between the parties expired on June 30, 1982; and

WHEREAS, pursuant to Board policy and the Public Employees' Fair Employment Act, the Board and its designated representatives have met with representatives of the Union and fully considered and discussed with them, in behalf of the employees in the bargaining unit, changes in salary schedules, improvement in working conditions, and machinery for the presentation and adjustment of certain types of complaints, it is agreed as follows:

## ARTICLE I

### UNION RECOGNITION

The Board recognizes the Union as the exclusive bargaining representative of all hourly employees employed in school lunch or other school food service programs operated and controlled by the Central Board or by a Community School Board in the titles of School Lunch Helper and Senior school Lunch Helper (hereinafter referred to as "hourly school lunch employees" or "employees").

During the term of this agreement should the Board employ a new title or category of employees having a community of interest with employees in an existing bargaining unit described herein, employees in such new title or category shall be included within the existing unit, and upon request of the Union the parties shall negotiate the terms and conditions of employment for such new title or category of employees; but nothing contained herein shall be construed to require re-negotiation of terms and conditions of employment applicable to employees in the existing bargaining unit as a result of the Board's redesignation of the title or category of employees in the unit.

Nothing contained herein shall be construed to prevent any Board official from meeting with any employee organization representing school lunch employees for the purpose of hearing the views and proposals of its members, except that, as to matters presented by such organizations which are proper subjects of collective bargaining, the Union shall be informed of the meeting and, as to those matters, any changes or modifications shall be made only through negotiation with the Union.

It is understood that all collective bargaining is to be conducted at Board headquarters level. There shall be no negotiation with the Union or its units at any work location or with any other employee group or organization at any other level.

Nothing contained herein shall be construed to prevent any individual employee from (1) informally discussing a complaint with his/her immediate superior or (2) processing a grievance in his/her own behalf in accordance with the complaint and grievance in his own behalf in accordance with the complaint and grievance procedures hereinafter set forth in Article XX.

Nothing contained herein shall be construed to deny to any employee his/her rights under Section 15 of the New York Civil Rights Law or under applicable civil service laws and regulations.

ARTICLE II

FAIR PRACTICES

The Union agrees to maintain its eligibility to represent all employees by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent equally all employees without regard to membership or participation in, or association with the activities of, any employee organization.

The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, marital status or membership or participation in, or association with the activities of, any employee organization.

ARTICLE III

RATES OF PAY

A. Rates of Pay

The rates of pay of hourly school lunch employees shall be as follows:

	Effective July 1, 1982	Effective <u>September 1, 1982</u>	Effective July 1, 1983
School Lunch Helper	<u>\$5.85</u>	<u>\$6.34</u>	<u>\$6.73</u>
Senior School Lunch Helper	<u>6.04</u>	<u>6.53</u>	<u>6.92</u>

B. Adjustment of Rates Pay

The rates of pay effective July 1, 1983 shown in Section A above have been adjusted downward to reflect the agreement between the Board and the Union to permit the application of a part of the wage increase provided for in the 1982-1984 Municipal Coalition Economic Agreement to the funding of 10 cents per hour of the contribution effective July 1, 1983 which the Board is required to make to the DC 37 Benefits Fund Trust pursuant to Article IV, Section B(4) of this Agreement.

C. Municipal Coalition Economic Agreement Incorporation in this Agreement

The 1982-1984 Municipal Coalition Economic Agreement entered into by the parties and effective as of July 1, 1982, is incorporated into this Agreement as required by Section 11 of the 1982-1984 Municipal Coalition Economic Agreement.



## ARTICLE IV

### HEALTH AND WELFARE BENEFITS

#### A. Health Insurance

The Board will provide employees who regularly work 20 or more hours a week from September through June and who return to work the following September with health insurance coverage on a 12-month basis.

#### B. Welfare Benefits

1. Effective July 1, 1982, the Board will provide funds to the DC 37 Benefits Fund Trust at the rate of \$257.14 per year on a pro rata basis per month on behalf of each employee, whether a member of the Union or not, for the purpose of making available welfare benefits for each such employee under a welfare plan established and administered pursuant to a supplemental agreement entered into between the Board and the Union.

2. Effective July 1, 1983, the Board will provide funds to the DC 37 Benefits Fund Trust at the rate of \$300.00 per year on a pro rata basis per month on behalf of each employee, whether a member of the Union or not, for the purpose of making available welfare benefits for each such employee under a welfare plan established and administer pursuant to a supplemental agreement entered into between the Board and the Union.

3. Effective July 1, 1982, the Board shall contribute to the DC 37 Benefits Fund Trust 7.02 cents per hour for each hour paid including the hours reflected in summer payments. Payments shall be made in quarterly installments. This amount is in addition to the contribution in Section B (1) of this Article.

4. Effective July 1, 1983, the Board shall contribute to the DC 37 Benefits Fund Trust 17.02 cents per hour for each hour paid including the hours reflected in summer payments. Payments shall be made in quarterly installments. This amount is in addition to the contributions in Section B (2) of this Article.

C. Subject to a separate agreement between the Board and the Union, the Union shall be entitled to receive such separate contributions as may be provided in this agreement for welfare, training, and legal services benefits as a single contribution to be paid by the employer into a trustee Benefits Fund Trust. Such contributions shall be held by the trustees of that Fund for the exclusive purpose of providing, through other trustee funds, welfare, training, and legal services benefits for the employees so covered as well as any other benefits as the Board and the Union may agree upon. The Board shall continue to have the right to review and approve the distribution of funds to, and the level of, benefits provided by the Fund or individual funds.

ARTICLE V

HOLIDAYS

Employees will be paid for all school holidays and all other regular school days on which the schools are closed for special observance or emergencies pursuant to action of the Chancellor or Community Superintendent.

ARTICLE V-A

EDUCATION FUND

Effective July 1, 1976, a training fund contribution of twenty-five dollars (\$25.00) per annum shall be made to the District Council 37 Education Fund on behalf of each employee covered by this agreement under a plan established and administered pursuant to a supplemental agreement entered into between the Board and the Union.

## ARTICLE VI

### VACATION PAY AND SUMMER PAYMENTS

#### A. Vacations

Employees in the bargaining unit will be given the following vacations with pay:

1. The Christmas school recess and the Spring school recess. Christmas Day, New Years Day and Good Friday are not deemed vacation days but are included in paid holidays under Article V.

2. An employee with three but less than five years of continuous service shall be given five sessions vacation pay upon completion of his normal school year. An employee with five or more years of continuous service shall be given ten sessions vacation pay upon completion of his normal school year. A session is defined as the employee's regular daily work period. For purposes of this Article only, "continuous service" shall be defined as uninterrupted service in the school aide titles except that breaks in service caused by layoff not to exceed four years, or other approved leaves with or without pay, as provided in Article XIII shall not be deemed an interruption of service, but such limited period shall not be counted in the determination of length of continuous service.

3. The five (5) sessions of vacation for employees with three but less than five years of continuous service shall be prorated at the rate of one-half session of vacation for each month, or major portion thereof, of service during the school year.

The ten (10) sessions of vacation for employees with five or more years of continuous service shall be prorated at the rate of one session of vacation for each month or major portion thereof of service during the school year.

Employees who are terminated prior to the completion of the normal school year shall receive their pro rata vacation at the completion of the

normal school year.

B. Summer Payments

1. In each year of the agreement there shall be two summer payments, one for July and one for August which shall be based on the number of hours paid to the employee during the school year, in accordance with the pattern listed below. Summer payments shall reflect the rates of pay described in Article III.

<u>Earnings</u>	<u>July Payment</u>	<u>August Payment</u>
\$ 500	\$ 32.81	\$ 32.81
1,000	65.61	65.61
1,500	98.42	98.42
2,000	131.22	131.22
2,500	164.03	164.03
3,000	196.83	196.83
3,500	229.64	229.64
4,000	262.44	262.44
4,500	295.25	295.25
5,000	328.05	328.05
5,500	360.86	360.86
6,000	393.66	393.66
<u>6,500</u>	<u>426.47</u>	<u>426.47</u>
<u>7,000</u>	<u>459.27</u>	<u>459.27</u>
<u>7,500</u>	<u>492.08</u>	<u>492.08</u>

2. Based on the payments provided in paragraph 1 above, employees shall not be entitled to receive unemployment insurance during the summer periods and the Board of Education shall so notify both the employees and the New York State Unemployment Insurance Board. The Board of Education shall contest any request for Unemployment Insurance Benefits for the summer period made by an employee receiving payments pursuant to paragraph 1 above. In order to receive the August summer payment, the employee shall be required to sign an affidavit stating that he or she did not request nor receive the Unemployment Insurance Benefits for the summer period for the year for which the summer payment is made. The Union shall indemnify the Board of Education for any unemployment Insurance Benefits payments made to employees receiving payments pursuant to said paragraph 1.

3. For the purposes of this provision, summer payment shall be deemed to cover the period from the end of the third to last weekday in June until the

Wednesday following Labor Day.

4. Employees who are laid off prior to fifteen weeks of continuous service shall not be entitled to summer payments for the summer following the period worked.

5. Entitlement to the summer payments shall be further conditioned upon the Employee's execution of appropriate statements attached as exhibits to this Agreement.

## ARTICLE VII

### UNIFORMS

1. Employees who are required in the performance of their duties to wear uniforms or aprons or both will have them supplied by the Office of School Food Services in the following manner:

Employees who work 30 hours or more per week who are required to wear uniforms will be supplied with three uniforms.

Employees who work 30 hours or more per week who are required to wear both uniforms and aprons will be supplied with three uniforms and five aprons.

Employees who work less than 30 hours per week who are required to wear uniforms will be supplied with two uniforms.

Employees who work less than 30 hours per week who are required to wear both uniforms and aprons will be supplied with two uniforms and three aprons.

2. Thereafter, one new uniform will be provided each year to each employee.

3. Employees who work 30 hours or more per week who are required to wear uniforms will receive the following laundering expense reimbursement per year:

Effective July 1, 1982 - \$37.50

Effective July 1, 1983 - \$43.34

Employees who work less than 30 hours per week who are required to wear uniforms will receive the following laundering expense reimbursement per year:

Effective July 1, 1982 - \$25.00

Effective July 1, 1983 - \$28.89

The increased laundering expense reimbursement allowance shall be prorated for the first year of the Agreement.

4. The labor-management committee consisting of five management representatives and four Union representatives established to develop procedures for the provision of uniforms to employees shall continue to evaluate the method of providing uniforms in terms of cost effectiveness and employee appearance according to standards adopted by the committee.



## ARTICLE VIII

### PAYMENT OF DEATH BENEFIT FOR EMPLOYEE WHO DIES FROM INJURY INCURRED

#### IN COURSE OF EMPLOYMENT

In the event that an employee dies as a result of an injury arising out of and in the course of his/her employment sustained on or after September 9, 1974, through no fault of his/her own, and in the proper performance of his/her duties, as certified by the Workers' Compensation Division of the Law Department and the Chancellor, shall receive upon certification of the Mayor a total payment of \$25,000. The \$25,000 payment will be made by the Board to: a) the employee's widow or widower, if any; or if there be no widow or widower, b) the employee's child or children, if any, in equal shares, or if there be no children, c) the employee's estate.

Such payment shall be in addition to any other payment which may be made as a result of such death.

## ARTICLE IX

### DISABILITY BENEFITS FOR ASSAULT WHILE ON DUTY

A leave of absence with pay and without charge to time allowances, for a period not to exceed one calendar year, shall be granted, subject to established administrative practices, to an employee covered by the Workers Compensation Law upon the determination of the Chancellor that the employee has been physically disabled because of an assault made upon him during the performance of his official duties, provided that such injury is compensable under the Workers Compensation Law.

## ARTICLE X

### TERMINATION PAY ALLOWANCE

Employees who resign or are terminated after ten years of service shall be paid for accumulated sick leave on the basis of one hour for every two hours of accumulated sick leave.

The maximum termination pay allowance shall not exceed 400 hours.

Employees not recalled from layoff within four years from the date of layoff shall be deemed terminated.

At the time of layoff an employee eligible for termination pay as provided in the paragraph above has the option of resigning and collecting all such termination pay due him or her and giving up his or her right to be recalled under Article XVI of this Agreement.

Employees reaching the mandatory retirement age shall be permitted to work until the end of the school year in June if they choose to do so.

ARTICLE XI

SERVICE COMPENSATION ALLOWANCE

Effective July 1, 1974, employees with ten or more years of continuous service who resign or are terminated, including those not recalled from layoff after the period specified in Article XVI of this Agreement, shall be paid a service compensation allowance of \$75 for each year of continuous service in excess of five years of service occurring after July 1, 1974.

Effective July 1, 1975, an additional \$25 shall be paid for each year of continuous service in excess of five years of continuous service occurring after July 1975, for a total of \$100 for each such year of service.

Effective July 1, 1977, an additional \$25 shall be paid for each year of continuous service in excess of five years of continuous service occurring after July 1, 1977, for a total of \$125 for each such year of service.

For the purposes of this Article, "continuous service" shall be defined as uninterrupted service, in an hourly school lunch, school aide or film inspection assistant title, except that breaks in service caused by layoff not to exceed four years, or other approved leaves with or without pay as provided in Article XIII, shall not be considered an interruption of service but shall not be counted in the determination of length of service.

The provision of this Article does not apply for an employee who is discharged for cause pursuant to Article XXI.

ARTICLE XII

TRANSFER OF SENIORITY

Hourly employees in titles covered under the School Aide, Hourly School Lunch and Film Inspection Assistant contracts who transfer to another title covered under the School Aide, Hourly School Lunch and Film Inspection Assistant agreement shall be transferred without any loss of their seniority which shall be counted towards sick leave balances, vacation benefits, service compensation allowance, and termination pay. Seniority brought forth shall be counted for these purposes only and not for purposes of layoff and recall or promotion.

## ARTICLE XIII

### LEAVES OF ABSENCE

#### 1. Personal Illness

Employees with two or more years of service who leave for reasons of illness shall, subject to approval of the Medical Board be entitled to return within one (1) year on the basis of seniority and shall regain the seniority and other rights they had before leaving including such accumulated sick leave as was not used for the illness from which they return. Any leave granted under this Section may subject to approval of the Medical Board, be extended for a period of one (1) additional year.

#### 2. Illness in the Immediate Family

Employees with two (2) or more years of service who leave for reasons of illness in the immediate family shall be entitled to return within one (1) year on the basis of seniority and shall regain the seniority and other rights they had before leaving including such accumulated sick leave as was not used prior to the leave of absence. For the purpose of this paragraph the term "immediate family" includes a parent, child, spouse, or parent of a spouse, brother or sister if living in the employee's household.

#### 3. Maternity Leave

An employee with two (2) or more years of continuous service who leaves for reasons of maternity shall be entitled to return on the basis of seniority within one year and shall regain the seniority she had before she left, and other rights they had before leaving including such accumulated sick leave as was not used to the leave of absence.

#### 4. Personal Business

Employees with five (5) or more years of service may apply to the Personnel Board for a leave of absence without pay for a period not to exceed three (3)

months for personal business and return and regain seniority for all benefits such as sick leave balance, vacation, termination pay, etc. Time used during this type of leave will not be counted in length of service.

5. All applications for leaves of absence within the provisions of this Article shall be forwarded to the Personnel Board for approval with proper medical documentation attached.

ARTICLE XIV

SICK LEAVE

1. Employees shall be credited with a sick leave allowance with pay of one hour for each 20 hours of service with pay (including service in the summer) exclusive of holiday and vacation pay. Sick leave may be used in units of one hour and shall be taken in accordance with applicable administrative regulations.

Sick leave allowances shall be permitted to accumulate up to a maximum of 800 hours.

2. Employees whose sick leave allowance is exhausted shall have the right to apply to the Personnel Board to borrow against future sick leave in accordance with applicable administrative regulations.

3. Information on accumulated sick leave will be given to each employee, in writing, once a year and will be made available to the shop steward upon request.

4. School aides serving in schools shall not suffer loss of sick leave days for absence due to illness from the following children's diseases: rubeola (measles), epidemic parotitis (mumps), and varicella (chicken pox). It is understood that this paragraph does not apply to rubella (german measles).

## ARTICLE XV

### EXCUSABLE ABSENCES

Under the conditions stated below, absences of hourly school lunch employees shall be excusable with pay at the discretion of the Personnel Board, without charge to sick leave or annual leave balances, upon submittal of evidence satisfactory to the Personnel Board and upon application in the form prescribed by the Personnel Board:

#### 1. Death in the Immediate Family

Absence not to exceed four working sessions is permitted in the case of death in the immediate family. In addition, the Personnel Board may excuse additional absence when such absence is necessary because of attendance at the funeral of a relative in the immediate family at a place remote from the City of New York. For the purpose of this paragraph the term "immediate family" includes a parent, child, brother, sister, grandparent, grandchild, husband, wife or parent of a husband or wife, or any relative residing in the employee's household. The relationship of the deceased to the applicant and the date of death and the date of funeral shall be shown on the application.

#### 2. Jury Duty

Absence for jury duty is permitted. Unless the employee excused for jury duty endorses the check for services rendered as a juror to the Administrator of Business Affairs, there shall be deducted from his/her salary an amount equal to the sum which he/she is entitled to receive from the appropriate governmental agency for his performance of such jury duty.

3. Court attendance under Subpoena or Court Order where an employee appears in a case in which neither he/she nor anyone related to him/her in any way has any financial or personal interest whatsoever and where the employee's attendance is not required as a result of any other employment, occupation or voluntary act on his/her part; the application shall be accompanied by subpoena



or statement from the employee's supervisor that he/she has seen such subpoena and the employee must state that neither he/she nor anyone related to him/her in any way has any financial or personal interest whatsoever.

4. Quarantine, provided acceptable official evidence is attached to the application.

5. Attendance at New York City Civil Service examination or an examination held by the Board of Examiners of the Board of Education, or for investigation interview or appointment interview in connection with such examination. The application must indicate title of examination and by which of the two agencies the examination was conducted.

6. Attendance at conventions and conferences provided that the Chancellor has authorized such absence.

7. Absence for the purpose of attending, in a representative capacity, the funeral of an associate employee.

8. Blood donation to the American Red Cross, or other legitimate organization engaged in this activity.

9. Military or naval duty, provided a certificate from the Commanding Officer is attached to the application. This certificate should indicate that the duty was actually performed on the specified dates.

10. Appearance before a local board or any other competent authority in connection with the Selective Service Act, prior to induction into military service, provided the notice from the Selective Service Board is attached to the application.

11. Receiving Degree or Attending Graduation

Absence of not more than one session for the purpose of receiving a degree from a college or university or for the purpose of attending the graduation of his/her child from an eight-year elementary school, junior high school, high school or college or to attend graduation of a spouse from a college or univer-

sity. Application should indicate exact time of day exercises were held, inasmuch as absence during working hours only will be excused.

12. Procedures for Approval

1. Prior notice to and authorization by the Director of School Lunches are required for absences due to the reasons state above except the employee shall give notice to the Director of School Lunches as soon as possible in regard to absences due to the reasons stated in Sections 1 and 4 above.

2. All applications for excusable absences within the provisions of this Article, shall be forwarded to the Personnel Board with the Administrator of the Office of School Food Services' approval or disapproval indicated thereon.

## ARTICLE XVI

### SENIORITY POLICY

The principle of seniority, as defined below, shall be applied within each job classification among qualified employees, for the following types of personnel action:

#### 1. Layoff and Recall

For the purposes of layoff and recall, seniority is defined as length of continuous service in the job classification in the Office Area.

For layoff because of lack of work, the employee with the least seniority in the Office Area shall be selected provided that an employee scheduled for layoff may be retained where he/she is performing duties which no more senior qualified employee is able to perform.

Recall to their Office Area of employees who are laid off will be made on the basis of greatest seniority. An employee who is laid off and recalled to his/her Office Area within four years shall regain the seniority he/she had and shall be credited with the sick leave to which he/she was entitled at the time he/she was laid off. An employee who is not recalled within four years shall be considered terminated.

When two or more employees with an identical seniority date in the bargaining unit are scheduled for layoff or recall, a lottery drawing shall be held to determine selection of the employee to be laid off or recalled. The Union representative shall be present at the lottery drawing. Only one such lottery drawing shall be necessary to determine seniority for the list.

An employee while on layoff from an Office Area shall be offered assignment to an opening in his title in any other Office Areas in the borough before any new applicants are assigned. An employee on layoff who accepts such assignment to another Office Area shall begin to earn Office Area seniority from the

effective date of that assignment, and shall maintain recall rights back to his/her original Office Area in accordance with the recall provision of this Article.

For purposes of seniority the elementary, junior high and intermediate schools in each district shall constitute a separate Office Area.

For the high schools each borough shall constitute a separate Office Area and for the warehouse and distribution locations the Warehouse and Distribution Section shall constitute a single Office Area.

If an hourly senior school lunch helper is laid off, the employee shall regain seniority in their prior job classification, and have the right to bump those employees in the lower classification with less seniority provided the employee previously held a lower title.

Employees and the Union will be given ten days notice of layoff, except for compelling reasons. The Union will be given twenty days notice of a mass layoff at a work location, except for compelling reasons.

## 2. Excessing

If the need should arise to excess employees from one location to another, the employee or employees selected for that action will be the employee or employees with the least seniority in the job classification in the Office Area.

When two or more employees with an identical seniority date in the bargaining unit may be subject to excessing, a lottery drawing shall be held to determine selection of the employee to be excessed. A Union representative shall be present at the lottery drawing. Only one such lottery drawing shall be necessary to determine seniority for the list.

## 3. Promotion and Changes of Assignment

For the purpose of promotion and changes of assignment, seniority is defined as length of continuous service in the job classification in the district, or borough, or Warehouse and Distribution Section Area, within the work location.

For promotion from one job classification within a work location to a higher job classification within the work location the senior qualified employee in the Office Area at the work location in the next lower job classification shall be selected.

An employee who is promoted to a higher job classification within the bargaining unit will earn seniority in the higher classification starting with the effective date of such promotion. If, within three months following such promotion, the employee is returned to a position in the classification from which he was promoted, he/she will regain the seniority he/she had acquired in the lower job classification up to the effective date of his/her promotion.

For involuntary reassignment from one work location to another, the employee with the least seniority in the Office Area at the work location from which reassignment is made shall be selected.

For changes of regular assignment or changes of regular work schedules (number of hours of work) within a work location, the employee selected shall be the employee in the job classification at the work location with the greatest seniority in the Office Area if the change is voluntary or the employee in the job classification at the work location with the least seniority in the Office Area if the change is involuntary.

Normal variation of duties within a regular assignment or temporary changes in assignment made to meet emergencies are not to be considered "changes of regular assignment" under this policy.

The work locations are defined as follows:

- A. A school lunchroom.
- B. The offices at Office of School Food Services headquarters, except that the Office of School Food Services payroll and accounting office is a separate work location.

- C. An area office of the Office.
- D. Warehouse and Distribution Section.

For the purposes of this Article, "continuous service" is defined as uninterrupted service in a job classification except that breaks of service caused by layoff not to exceed four years, or other approved leaves with or without pay, as provided in Article XIII shall not be deemed an interruption of service, but such limited period shall not be counted in the determination of length of continuous service.

4. The determination of qualifications for changes in the personnel status of employees shall be made by school lunch supervisors or the Office of School Food Services.

5. Exceptions to this Article, based on qualifications, shall have the prior approval of the Administrator of the Office of School Food Services. Grievances arising out of such exceptions shall be appealable directly to Step 3 of the grievance procedure under the Expedited Grievance Procedure. If a grievance arising from such exception is appealed to the Grievance Panel, such appeal shall take precedence over all other scheduled appeals.

If the Administrator of the Office of School Food Services approves such exception specifically for the purpose of layoff or recall of a more or less senior employee that employee shall file a Step 3 grievance within two days of knowledge of that decision and the Board of Education shall schedule a hearing and render a decision within four school days. If the Step 3 award is unsatisfactory to the employee an arbitration hearing will be scheduled and a decision rendered within ten calendar days.

## ARTICLE XVII

### VACANCIES IN SCHOOL AIDE AND PARAPROFESSIONAL POSITIONS

#### 1. School Aide Positions

Notice of vacancies in school aide positions in the regular day school program will be posted in the school and hourly school lunch employees serving in the school will be interviewed for employment in such positions if they apply in writing. To the extent permitted by applicable law, the hourly school lunch applicant with the highest seniority in the school who is found eligible and qualified will be considered for employment in the school aide position in the school before any applicant outside the school system is considered.

An hourly school lunch employee who is appointed as a school aide will be compensated at the school aide rate of pay specified in the school aide agreement which is most nearly comparable to his/her rate of pay as a school lunch employee.

#### 2. In Paraprofessional Positions

In the event vacant paraprofessional positions in the school are not applied for by school aides in the school, hourly school lunch employees in the school will be interviewed for employment in such positions if they apply in writing. To the extent permitted by applicable law, the applicant with the highest seniority in the school who is found eligible and qualified will be considered for employment in the paraprofessional position in the school before any applicant outside the school system is considered.

ARTICLE XVIII  
POLICY CONCERNING APPLICATIONS  
FOR POSITIONS IN OTHER WORK LOCATIONS

Employees may apply for positions in their title in work locations other than the one in which they are serving. An employee with more than the equivalent of one school term of continuous service who applies in writing for an opening will be interviewed and, if deemed qualified, will be given preference over applicants outside the school system or employees on layoff for employment in another work location.

Hourly School Lunch employees serving in the day schools who apply in writing for hourly school lunch positions in Board summer programs will be interviewed and the senior qualified applicant will be selected. Hourly School Lunch positions in Board summer programs will be posted. The Union will be notified in writing when exceptions based on qualifications are made.

An "opening" is a vacancy created by the termination or transfer of a regularly employed employee or a new position to the work location or a position in a newly constructed work location, except that openings created by a transfer shall not be subject to the posting requirements of Article XXXII of this Agreement and shall be available only to those employees who have an existing application for transfer to the school in question on file with the Office of School Food Services. The determination of qualifications for employment in a particular work location shall be made by the supervisor in charge of the work location.

Exceptions to this Article, based on qualification must have the prior approval of the Office of School Food Services. Grievances arising out of such exception shall be appealable directly to Step 3 of the expedited grievance procedure. If a grievance arising from such exception is appealed to the Grievance Panel, such appeal shall take precedence over all other scheduled appeals.



For the purpose of this Article, continuous service shall be defined as uninterrupted service as an hourly school lunch worker except that breaks of service caused by layoff, not to exceed four years, or other approved leaves with or without pay, as provided in Article XIII shall not be deemed an interruption of service, but such limited period shall not be counted in the determination of length of continuous service.

In the event two or more employees are eligible for an opening, the employee with the earliest date of application will be given preference.

## ARTICLE XIX

### ASSIGNMENT OF REGULAR WORK SCHEDULES

An employee whose daily schedule is less than four hours shall be offered employment to an existing four-hour vacancy in the school if found qualified. Selection for the vacancy shall be on the basis of seniority in the school.

In September, when the school is organized for the year, regular daily work schedules of no less than four hours without the use of split shifts, will be assigned to those employees with two or more years of continuous service as an hourly school lunch employee who do not choose an assignment to a shorter schedule that may be available except that those employed in work locations serving fewer than 100 lunches per day will have the option of (1) being transferred without loss of seniority to four hour vacancies that may be available in other work locations in the district or (2) remaining at their work locations in regular daily work schedules of less than four hours. Those who elect to transfer will be placed on a preferred list, in order of seniority in the district, for employment in four-hour vacancies that become available in the district.

It is understood that such vacancies will be filled first through recall of employees pursuant to Article XVI Seniority Policy.

Regular substitute employees shall become regular employees after 120 consecutive days of work and shall be given a regular assignment if there is a vacancy.

ARTICLE XIX-A

SERVICE BEFORE THE OPENING OF SCHOOL

Where the Administrator of the Office of School Food Services requires the presence of an hourly school lunch employee(s) on days before the opening of school in September, he/she shall select the most senior qualified employee(s) except where the type of work required was part of the assignment of an employee with less seniority during the preceding school year. Hourly School lunch employees shall be paid the hourly rates provided in Article III.

For the purpose of this Article, seniority is defined as length of service as a hourly school lunch employee in the district, or if in high school or special education, in the borough, within the school.

It is understood that this Article pertains to all work locations where hourly school lunch employees are employees of the Board of Education including non-public and alternative schools.

Exceptions to this Article, based on qualifications, shall have the prior approval of the Administrator of the Office of School Food Services. Grievances arising out of such exception shall be appealable directly to Step 3 of the grievance procedure. If a grievance arising from such exception is appealed to the Grievance Panel, such appeal shall take precedence over all other scheduled appeals.

## ARTICLE XX

### COMPLAINT AND GRIEVANCE PROCEDURES

#### POLICY

It is the policy of the Board to encourage discussion on an informal basis between a supervisor and an employee of any employee complaint. Such discussion should be held with a view to reaching an understanding which will dispose of the matter in a manner satisfactory to the employee, without need for recourse to the formal grievance procedure. An employee's complaint should be presented and handled promptly and should be disposed of at the lowest level of supervision consistent with the authority of the supervisor.

Upon request to the head of the school or to the appropriate supervisor in the Office of School Food Services, a Union staff representative shall be permitted to meet with employees in the unit during their non-working time, within the school or on Office premises, for the purpose of investigating complaints and grievances, under circumstances which will not interfere with the school lunch program or other school activities. A Union staff representative or shop steward shall be permitted to investigate grievances and complaints during working time only if such grievances require inspection of working conditions at the work place and the inspection does not interfere with the school lunch program or other activities. When necessary, any employee in the unit who is a shop steward in the work location in which the aggrieved employee is assigned will be given time off to represent the employee in the presentation of his grievance.

#### INFORMAL COMPLAINT PROCEDURE

It is desirable that any employee having a complaint should discuss it informally with his/her immediate supervisor or with any other appropriate level of supervision at the school.

The employee should request an opportunity to discuss the matter, and the supervisor should arrange for the discussion at the earliest possible time. At such informal discussion, the employee may be accompanied by a Union representative or by another employee in the unit who is not an official or agent of another employee organization. The Union representative shall be the steward at the school or a Union staff representative.

The objective should be to dispose of the majority of employee complaints in this manner.

#### FORMAL GRIEVANCE PROCEDURE

If the matter has not been disposed of informally, an employee having a complaint concerning any condition of employment within the authority of the Board of Education may, within a reasonable period not to exceed 90 days following the action complained of, present such complaint as a grievance in accordance with the provisions of this grievance procedure. Complaints concerning matters which are not within the authority of the Board should be presented in accordance with the review procedure of the agency having authority over such matters.

The grievance procedure does not apply to complaints concerning out-of-title work except that a complaint by an employee that he/she has been assigned continuously after September 1, 1974 for three months or more to the general duties and responsibilities prescribed for a higher school lunch title is subject to the grievance procedure. Other complaints as to out-of-title work are to be referred to the Executive Director, Division of Personnel. It is understood, however, that complaints of employees in title against out-of-title assignments made to other employees are subject to the grievance procedure.

If a group of employees has the same complaint, a member of the group may present the grievance in the group's behalf under this procedure.

The Union has the right to initiate or appeal a grievance involving alleged violation of any term of this agreement. Such grievance shall be initiated

within a reasonable period of time with the Administrator of the Office of School Food Services, or with such other Board official as may be appropriate.

Grievances arising from the action of officials other than the head of a school shall be initiated with and processed by such officials in accordance with the provisions of Step 2 of this grievance procedure.

#### Expedited Grievance Procedure

Grievances arising out of exceptions to seniority for layoff and recall shall be filed by the aggrieved employee within two days from knowledge of the decision and the Board of Education shall schedule a hearing and render a decision within four school days. If the Step 3 award is unsatisfactory to the employee he/she may file for arbitration and a hearing will be scheduled and a decision rendered within ten calendar days.

Following is the procedure for presentation and adjustment of grievances:

#### Office of School Food Services (Steps 1 and 2)

1. An employee who is employed by the Office of School Food Services shall initiate the grievance at Step 1 with the Office of School Food Services area supervisor.

2. If the grievance is not resolved at the first step, the employee may then appeal the grievance to the Administrator of the Office of School Food Services within 15 school days of receipt of the Step 1 decision.

#### High Schools (Steps 1 and 2)

1. An employee who is employed by the high schools shall initiate the grievance at Step 1 with the borough supervisor of the Office of School Food Services.

2. If the grievance is not resolved at the first step, the employee may then appeal the grievance within 15 school days of receipt of the Step 1 decision to the Administrator of the Office of School Food Services.

### Step 3

If the grievance is not resolved at Step 2, the grievance may then be appealed to the Chancellor within 15 school days of receipt of the Step 2 decision. The appeal at Step 3 shall be accompanied by the letter of appeal and the decision at Step 2.

### Representation

At each step, the employee may be accompanied by a Union representative and a shop steward or by an employee in the bargaining unit who is not an official or agent of another employee organization. At Step 1, the Union representative shall be the steward at the work location or a Union staff representative, or both. At Steps 2 and 3 the Union representative may be a Union staff representative the steward who represented the employee at Step 1, or both.

### Conferences and Decisions

At each step of this grievance procedure, a conference shall be arranged by the Board representative, or his/her designee, with the aggrieved employee and his/her representative, if any. Conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. When such conferences are held during working hours, employees who participate shall be excused with pay for that purpose.

Every attempt should be made to reach a mutually satisfactory resolution of the grievance at the conference held under this procedure. If the grievance is not resolved at the conference, then a decision must be rendered by the Board representative. The decision at each step should be communicated to the aggrieved employee and his/her representative within the following time limits:

1. At Step 1, within five school days after the grievance is initiated;
2. At Step 2, within ten school days after the appeal is received;
3. At Step 3, within ten school days after the appeal is received.

If the grievance is presented in writing, the decision will be given in writing.

If a satisfactory resolution is not reached or if a decision is not rendered within the time limit at Step 1, 2 or 3 the Union may appeal the grievance to the next higher step. A Union initiated grievance may be appealed by the Union to the next higher step of the grievance procedure.

#### APPEALS TO THE GRIEVANCE PANEL (STEP 4)

A grievance which has not been resolved by the Chancellor at Step 3 may then be appealed by the Union to the Grievance Panel.

The Panel shall be composed of one representative of the Board, one representative of the Union and one other person, selected by mutual agreement of the Board and the Union, who shall be the chairman.

Any costs relating to the participation of the Chairman shall be shared equally by the parties to the dispute.

The Panel shall set a hearing date for the appeal that is within 30 days following receipt of the appeal and issue an award within 30 days following the close of the hearing.

Appeals involving exceptions to seniority based on qualifications shall take precedence over all other appeals.

With respect to grievances which involve the application or interpretation of the provisions of this agreement the Grievance Panel shall be without power or authority to make any decision:

1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this agreement or of applicable law or rules or regulations having the force and effect of law;
2. Involving Board discretion or Board policy under the



provisions of this agreement, under Board By-Laws, or under applicable law, except that the Panel may decide in a particular case that such policy was disregarded or that the attempted application of any such term of this agreement was so discriminatory, arbitrary or capricious as to constitute an abuse of discretion;

3. Limiting or interfering in any way with the powers, duties and responsibilities of the Board under its by-laws, applicable law, and rules and regulations having the force and effect of law.

With respect to grievances which involve the application or interpretation of the provisions of this agreement the decision of the Grievance Panel, if made in accordance with its jurisdiction and authority under this agreement, will be accepted as final by the parties to the dispute and both will abide by it.

If the Grievance Panel finds that a grievance as to out-of-title work should be sustained the Chancellor shall discontinue such out-of-title assignment as promptly as possible. The Grievance Panel shall have no authority to award back pay for out-of-title assignments.

With respect to all other grievances, if the grievance is not resolved by unanimous agreement of the Panel members and the employee at the conference, then a report and majority recommendation of the Panel shall be transmitted by the chairman to the Chancellor. No minority report shall be transmitted by Panel members. Within ten school days after the date the report and recommendation are received by the Chancellor, he shall indicate whether he will accept the Panel's recommendation. Unless the Chancellor disapproves the recommendation within ten school days after the date it is received by him, the recommendation shall be deemed to be his decision.

A recommendation of the Panel which has been approved by the Chancellor, or which has not been disapproved by the Chancellor within the ten-day limit specified above, shall be communicated to the Union. If the Chancellor decides to disapprove a recommendation of the Panel, he shall notify the Union and the Panel of his decision.

\* \* \*

The provisions of the formal grievance procedure outlined above shall not be available for the use of employees with less than the equivalent of one school term of continuous service.

ARTICLE XXI

DISCHARGE REVIEW PROCEDURES

It is the policy of the Board that the discharge of an employee should be based on good and sufficient reason and that action should be taken by the supervisor having such authority only after he has given due consideration to the matter.

If an employee with more than the equivalent of one school term is discharged, he shall be given a written notice of discharge at the time of such action, except where circumstances warrant an immediate discharge, in which case such notice and reasons shall be given within two school days after such discharge. Such employee will also, upon his request, be afforded an opportunity for a prompt and careful review of the discharge in accordance with the provisions of the complaint and grievance procedure as stated in Article XX of this Agreement.

Such procedure will initiate at Step 2 of the Expedited Grievance Procedure.

## ARTICLE XXII

### PERSONNEL FOLDERS

Employees shall receive a copy of any evaluatory statement of their work performance or conduct which is placed in their permanent personnel folder. Employees shall be given an opportunity to answer any such evaluatory statement placed in their folder, and their written answer shall be attached to the evaluatory statement in the folder. Any evaluatory statement with respect to the employee's work performance or conduct a copy of which is not given to the employee may not be used in any subsequent disciplinary action against the employee.

## ARTICLE XXIII

### DAMAGE OR DESTRUCTION OF PROPERTY

1. Employees shall not be held responsible for loss of Board property when such loss is not the fault of the employee. This does not exonerate the employee from responsibility for Board property in his/her charge.

2. The Board will reimburse employees, in an amount not to exceed a total of \$100 in any school year, for loss or damage or destruction, while on duty in a school, district or Central Board office, of personal property of a kind normally worn to or brought into a school when the employee has not been negligent, to the extent that such loss is not covered by insurance.

The term "personal property" shall not include cash. The terms "loss," "damage" and "destruction" shall not cover the effects of normal wear and tear and use.

## ARTICLE XXIV

### SAFETY

While working in a school, employees will be covered by the safety plan developed for the school and by the appeal procedures as described below.

Within ten days of the opening of school in September of each year, the principal will have a copy of the safety plan for the school posted on the bulletin board provided employees covered by this agreement. A copy will also be given to each employee upon request.

A complaint by an employee that there has been a violation of the plan as to him/her, may be made to the principal, orally or in writing, as promptly as possible.

The principal shall render his/her decision within 24 hours after receiving the complaint.

If the employee is not satisfied with the decision of the principal, he/she may appeal in writing as promptly as possible to the community superintendent or the assistant superintendent, as may be appropriate.

The community superintendent or assistant superintendent shall render his/her decision in writing to the employee within 24 hours after receiving the appeal.

If the employee is not satisfied with the decision of the community superintendent or assistant superintendent, he/she may appeal in writing to the Chief Administrator of School Safety and request a hearing, as promptly as possible after receiving the decision of the community superintendent or assistant superintendent.

The Chief Administrator of School Safety shall render his/her decision in writing to the employee within 48 hours after receiving the appeal.

If a hearing is requested, it shall be held within 48 hours and the decision shall be rendered within 48 hours after the close of the hearing. The

decision of the Chief Administrator of School Safety shall be final and binding.

Where all school lunch employees in the school are affected, the Union may initiate a complaint on behalf of all school lunch employees.

ARTICLE XXV

PAY PRACTICES

A. The Board will recommend to the Comptroller of the City of New York that he itemize more fully employee pay checks and that he provide accompanying explanations when lump sum payments are made.

B. Employees shall be given 15 minutes off to cash paychecks when they are scheduled to work until 3 P.M. on a pay day.

ARTICLE XXVI

BULLETIN BOARDS

A bulletin board shall be reserved at an accessible place in each school or other work location for the exclusive use of the Union for purposes of posting material dealing with proper and legitimate Union business concerning employees in the unit.

ARTICLE XXVII

STORAGE OF EMPLOYEE'S PROPERTY

Employees shall be provided with lockers to store their personal belongings while working in the school.

ARTICLE XXVIII

IDENTIFICATION CARDS

The Board shall furnish identification cards to all employees who have served continuously for three months. The loss of an identification card shall be reported immediately, and the card shall be replaced at cost to the employee. Upon separation from service an employee shall not receive his/her final paycheck until he/she has returned his/her identification card, or has submitted an appropriate affidavit of loss.



## ARTICLE XXIX

### CHECK-OFF

#### A. Exclusive Check-Off Privilege

The Board will honor, in accordance with their terms, only such written authorizations as are properly executed by employees in the unit covered by this agreement for the deduction of their dues in behalf of the Union.

#### B. Dues Check-Off on Transfer

The Board will honor, in accordance with their terms, the written authorizations for the deduction of dues in behalf of the Union, properly executed by individuals while employed by the City of New York, who thereafter transfer directly to employment with the Board in the unit covered by this agreement.

#### C. Agency Shop Fee

Effective the September 1977 payroll period or as soon thereafter as practicable, the Board shall deduct from the wage or salary of employees in the bargaining unit who are not members of the Union the amount equivalent to the dues levied by the Union and shall transmit the sum so deducted to the Union, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Provision for agency fee deduction shall continue in effect so long as the Union establishes and maintains such procedure.

The Union shall refund to the employees any agency shop fees wrongfully deducted and transmitted to the Union.

The Union agrees to hold the Board harmless against claims arising out of the deduction and transmittal of agency shop fees where there is a final adjudication by a court or arbitrator that said agency shop fees should not have been deducted and/or transmitted to the Union.

The agency shop fee deductions shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law or this Article of the Agreement.

ARTICLE XXX

INFORMATION TO THE UNION

A. Dues Check-Off Information

The Board shall provide monthly to the Union a complete and up-to-date list of all employees in the unit who have properly executed written authorizations for the deduction of dues in behalf of the Union. The Board shall also furnish to the Union such other reasonably available information as may be necessary to the Union for maintaining appropriate check-off records.

B. Copies of all official Office of School Food Services circulars and directives shall be sent to the Union.

C. Notices regarding employee promotions shall be sent to the Union.

ARTICLE XXXI

PRINCIPLES TO GOVERN CERTAIN PERSONNEL ACTION

In the event that adverse personnel action affecting employees in the unit covered by this agreement is made necessary by reason of a Board decision to effect a major change in methods of operation of the school lunch program, such as technological changes, the Board and the Union will meet and confer with a view to reaching agreement on the principles governing such personnel action.

ARTICLE XXXII

INFORMATION AT THE WORK LOCATION

All official Board of Education circulars which deal with the working conditions or the welfare of employees shall be posted promptly and a copy given to the Union.

All openings in the district shall be posted in each school in the district for seven school days.

Work assignments and work schedules shall be posted semi-annually and kept current so far as possible.

A seniority list shall be posted at each work location, and a copy shall be given to the shop steward and Union staff representative.

ARTICLE XXXIII

CONSULTATION WITH UNION COMMITTEE

The Administrator of the Office of School Food Services or other appropriate representatives of the Board and representatives of the Union shall meet once a month during the school year to consult on matters of school food policy and on questions relating to the implementation of this agreement.

#### ARTICLE XXXIV

##### UNION MEETINGS

Upon request to the head of the school or to the appropriate supervisor in the Office of School Food Services, the Union's units at each work location shall be permitted to meet within the school or other work location under circumstances which will not interfere with the school food program or other school activities. Such meetings may be held only during the employees' lunch period or before or after working hours, at a place to be assigned by the head of the school or the supervisor, where other employees or children are not present. Union officials may attend such meetings.

If such meetings involve units from more than one work location the Union shall have the right to hold such meetings pursuant to the limitations found in paragraph 1, provided however, that if such meetings generate additional custodial fees, such fees shall be paid by the Union. It is understood that where another activity has already been scheduled in the school or other work location, there shall be no charge to the Union.

#### ARTICLE XXXV

##### RESTRICTION ON UNION ACTIVITIES

No employee shall engage in Union activities during the time he is assigned to duty, except that members of the Union's negotiating committee shall, upon proper application, be excused without loss of pay for working time spent in negotiations with the Board or its representatives.

ARTICLE XXXVI

ASSISTANCE IN ASSAULT CASES

1. Supervisors shall be required to report all cases of assault suffered by employees in connection with their employment to the Executive Director of Personnel and to the Law Office.

2. The Law Office shall inform the employee immediately of his rights under the law and shall provide such information in a written document.

3. The Law Office shall notify the employee of its readiness to assist the employee by obtaining from police and from the supervisor relevant information concerning the culprits.

ARTICLE XXXVII

NOTICE - LEGISLATIVE ACTION

The following Article is required by the Public Employees Fair Employment Act, as amended by Section 204.a, approved March 10, 1969:

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XXXVIII

CONFORMITY TO LAW - SAVING CLAUSE

- A. If any provision of this agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation with the Union.
- B. In the event that any provision of this agreement is or shall at any time be contrary to law, all other provisions of this agreement shall continue in effect.
- C. If the Board delegates any of its authority or functions to a community school board, the terms of this agreement, insofar as applicable, shall be binding upon the community school board to the extent permitted by law.

ARTICLE XXXIX

COPY OF AGREEMENT

The parties will have available copies of this agreement upon request.

ARTICLE XL

NO-STRIKE PLEDGE

The Union and the Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union therefore agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work, by the employees covered by this agreement, nor any instigation thereof.

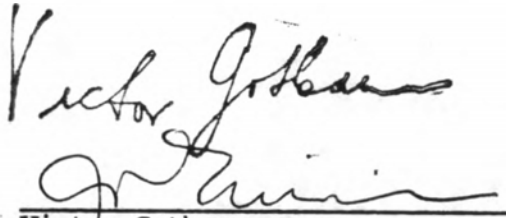
ARTICLE XLI

DURATION

This Agreement shall become effective as of July 1, 1982, and shall continue in full force and effect until June 30, 1984.

The provisions of this Agreement are modified by and subject to any applicable provisions of the New York State Financial Emergency Act for the City of New York, as amended by Chapter 868 of the laws of 1975 and as amended by Chapter 201 of the laws of 1978.

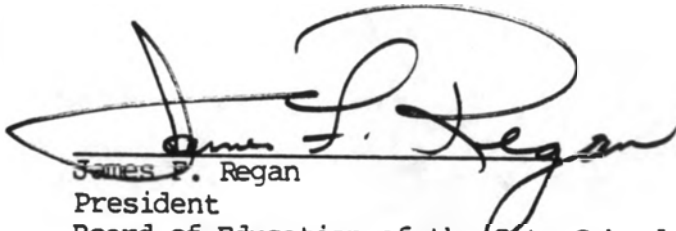
SIGNATORIES



by Victor Gotbaum  
Executive Director  
District Council 37  
American Federation of State, County  
and Municipal Employees  
AFL-CIO



Charles Hughes  
President  
Local 372



James P. Regan  
President  
Board of Education of the City School  
District of the City of New York

Dated: May 22, 1984



1982-84 MUNICIPAL COALITION ECONOMIC AGREEMENT

Memorandum of Economic Agreement ("Coalition Agreement") made this 25th day of January, 1983, by and between the undersigned Coalition of Municipal Unions ("the Unions") and the City of New York and the undersigned employers (collectively "the Employers").

WHEREAS, the undersigned parties desire to enter into collective bargaining agreements, including this Coalition Agreement and agreements successor to those terminating on December 31, 1981, June 30, August 31, September 8, September 30, or December 31, 1982 ("Separate Unit Agreements") to cover the employees represented by the Unions ("Employees"); and

WHEREAS, the parties intend by this Coalition Agreement to cover all economic matters and to incorporate the terms of this Coalition Agreement into the Separate Unit Agreements,

NOW, THEREFORE, IT IS AGREED as follows:

Section 1.      Term.

a.    The term of each Separate Unit Agreement shall be two (2) years from the date of termination of the applicable existing separate unit agreement.

b. The term of this Coalition Agreement shall be, in the case of each Union and respective Employer, from January 25, 1983 or the day following the termination of the existing separate unit agreement, whichever is earlier, to the date that the Separate Unit Agreement between such Union and Employer becomes final, except as provided in Sections 7, 8, 9 and 12.

Section 2. Continuation of Economic Terms

The economic terms of existing separate unit agreements shall be continued except as modified pursuant to this Coalition Agreement.

Section 3. Prohibition of Further Economic Demands

No party to this Coalition Agreement shall make additional economic demands during the term of this Coalition Agreement or during the negotiations for or the term of the applicable Separate Unit Agreement, except as provided in Section 4d hereof. Any disputes hereunder shall be promptly submitted and resolved.

Section 4. General Wage Increase

- a. (i) Effective the first day of the third month of the applicable Separate Unit Agreement, Employees shall receive a general increase of 8% or \$900 per annum, whichever is greater.

(ii) Effective the first day of the second year of the applicable Separate Unit Agreement, Employees shall receive an additional general increase of 7% or \$900 per annum, whichever is greater.

(iii) Part-time per annum, per session, hourly paid and per diem Employees (including seasonal appointees) and Employees whose normal work year is less than a full calendar year shall receive the increases provided in Section 4a(i) and (ii) on the basis of computations heretofore utilized by the parties for all such Employees.

b. The general increases provided for in this Section 4 shall be calculated as follows:

(i) the general increase in Section 4a(i) shall be based upon the base rates (which shall include salary or incremental schedules) of applicable titles in effect on the first day of the applicable Separate Unit Agreement; and

(ii) the general increase in Section 4a(ii) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on the first day of the second year of the applicable Separate Unit Agreement.

c. The general increases provided for in this Section 4 shall be applied to the base rates, incremental salary levels, the minimum and maximum rates (including levels), assignment

differentials (except those which were increased by the Salary Review Panel), assignment increases (level increases), advancement increases and uniform allowances, if any, fixed for the applicable titles. The increased uniform allowance payment for employees covered by Section 4a(i) shall be pro-rated for the first year of the applicable Separate Unit Agreement.

d. The general increases provided for in this Section 4 shall be subject to revision or modification in the Separate Unit Agreements, provided however, that such revision or modification in wages or fringe benefits shall not result in any current or future cost increase or decrease as compared with the cost required to pay the increases provided for in this Section 4.

Section 5.      Welfare Funds

a.(i)      Effective the first day of the second year of the applicable Separate Unit Agreement, each Welfare Fund with reserves less than or equal to the contributions for the fiscal year ending June 30, 1982 shall have its contributions increased by an additional \$75 per full-time Employee per annum.

a(ii).      Effective the first day of the second year of the Separate Unit Agreements, each Welfare Fund with reserves more than the contributions for the fiscal year ending June 30, 1982 shall have its contributions increased by an additional \$75 per full-time Employee per annum if such funds have presented a plan for providing additional benefits for that amount of \$75 and have so certified in writing to OMLR.

b. The current per annum contribution rate for eligible part-time per annum, hourly paid, per session and per diem (including seasonal appointees) Employees and Employees whose normal work year is less than a full calendar year shall be increased under the same conditions and in the same proportion as the contribution rates are increased for full-time Employees pursuant to Sections 5a(i) and (ii) hereof.

c. Contributions for Employees separated from service to a welfare fund which covers such Employees shall be increased in the same manner and under the same conditions as contributions for other Employees are increased pursuant to Sections 5a(i) and (ii).

d.(i) The United Federation of Teachers ("UFT") shall establish a supplemental welfare benefits fund program for employees represented by the UFT who have separated from service subsequent to June 30, 1970, who were eligible to receive supplemental welfare benefits and who were covered by a welfare fund at the time of such separation pursuant to a separate agreement between the Board of Education and the certified union representing such employees, who remain primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the City through such program.

Except as otherwise provided in an existing separate unit agreement, the Board of Education shall contribute the following annual amounts on a pro-rata monthly basis for each eligible individual for remittance to the UFT to such supplemental benefits fund pursuant to the terms of a supplemental agreement to be reached by the parties:

- a. Eligible Employees separated from service from  
July 1, 1970 through September 8, 1982  
Effective September 9, 1982 \$85.00
- b. Eligible Employees separated from service  
from September 9, 1982 through September 8, 1984  
Effective September 9, 1982 \$450.00  
Effective September 9, 1983 \$525.00
- c. Eligible Employees separated from service  
after September 8, 1984 \$525.00

(ii) The Council of Supervisors and Administrators ("CSA") shall establish a supplemental welfare benefits fund for Supervisors and Administrators who have separated from service subsequent to June 30, 1970, who were eligible to receive supplemental welfare benefits and who were covered by a welfare fund at the time of such separation pursuant to a separate agreement between the Board of Education and the certified union representing such employees, who remain primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the City through such program.

The Board of Education shall contribute the following annual amounts on a pro-rata monthly basis for each eligible individual for remittance to the CSA to such supplemental benefits fund pursuant to the terms of a supplemental agreement to be reached by the parties:

- a. Eligible Employees separated from service from  
July 1, 1970 through September 30, 1982  
Effective October 1, 1982 \$85.00
- b. Eligible Employees separated from service  
from October 1, 1982 through September 30, 1984  
Effective October 1, 1982 \$450.00  
Effective October 1, 1983 \$525.00

c. Eligible Employees separated from service  
after September 30, 1984

\$525.00

(iii) The Professional Staff Congress/City University of New York ("PSC") shall establish a supplemental welfare benefits fund for instructional staff (a) who have separated from service subsequent to June 30, 1970, who were eligible to receive supplemental welfare benefits at the time of such separation, who remain primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the City through such program or (b) who have separated from service subsequent to June 30, 1970, who were eligible to receive supplemental welfare benefits and who were covered by a welfare fund at the time of such separation pursuant to a separate agreement between the Board of Higher Education/CUNY and the certified union representing such employees, who were participants in the CUNY optional Retirement Program (TIAA - CREF), who were employed by CUNY on a full-time basis for at least ten (10) years, who are at least age 55 and who have elected to and are receiving an annuity benefit from the CUNY optional Retirement Plan (TIAA-CREF) ("eligible individual or employee").

The City University of New York shall contribute the following annual amounts on a pro-rata basis for each eligible individual for remittance to the PSC to such supplemental benefits fund pursuant to the terms of a supplemental agreement to be reached by the parties:

- a. Eligible Employees separated from service from  
July 1, 1970 through August 31, 1982  
Effective September 1, 1982 \$85.00
- b. Eligible Employees separated from service  
from September 1, 1982 through August 31, 1984  
Effective September 1, 1982 \$450.00  
Effective September 1, 1983 \$525.00
- c. Eligible Employees separated from service  
after August 31, 1984 \$525.00

(iv) The United College Employees of the Fashion Institute of Technology ("UCE") shall establish a supplemental welfare benefits fund for employees represented by the UCE (a) who have separated from service subsequent to June 30, 1970, who were eligible to receive supplemental welfare benefits at the time of such separation, who remain primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the City through such program or (b) who have separated from service subsequent to June 30, 1970, who were eligible to receive supplemental welfare benefits and who were covered by a welfare fund at the time of such separation pursuant to a separate agreement between the Fashion Institute of Technology and the certified union representing such employees, who were participants in the FIT optional Retirement Program (TIAA-CREF) or were enrolled in the State Teachers Retirement System, who were employed by FIT on a full-time basis for at least ten (10) years, who are at least age 55 and who have elected to and are receiving an annuity benefit from the FIT optional Retirement Plan (TIAA-CREF) or are receiving benefits from the State Teachers Retirement System ("eligible individual or employee").



The Fashion Institute of Technology shall contribute the following annual amounts on a pro-rata basis for each eligible individual for remittance to the UCE to such supplemental benefits fund pursuant to the terms of a supplemental agreement to be reached by the parties:

- a. Eligible Employees separated from service from July 1, 1970 through August 31, 1982  
Effective September 1, 1982 \$85.00
- b. Eligible Employees separated from service from September 1, 1982 through August 31, 1984  
Effective September 1, 1982 \$450.00  
Effective September 1, 1983 \$525.00
- c. Eligible Employees separated from service after August 31, 1984 \$525.00

(v) The maximum sum to be remitted by the Board of Education, the City University of New York, and the Fashion Institute of Technology during the term of the applicable separate unit agreements under Sections 5d (i), (ii), (iii), and (iv), shall be \$5 million.

Section 6. Conditions of Payment

If no revision or modification is sought pursuant to Section 4d and there is no unresolved dispute under Section 3, payment of the increases provided in Section 4 (a)(i) shall be made promptly upon final approval of this Coalition Agreement. If no revision or modification is sought pursuant to Section 4d and there is no such unresolved dispute under Section 3, payment of the increase

provided in Section 4(a)(ii) shall be made upon final approval of this Agreement and the signing of the Separate Unit Agreement by the Union. If a Union exercises its rights under Section 4d or there is an unresolved dispute under Section 3, such payments shall not be made until final approval of the Separate Unit Agreement.

Section 7. Health Insurance

a. Effective July 1, 1983 and thereafter, the Employer's cost for each employee and retiree under age 65 who selects either HIP or GHI-E/Blue Cross (21 day plan) coverage (or a replacement plan) shall be equalized at the community rated basic HIP/HMO plan payment rate as approved by the State Department of Insurance on a category basis of individual or family, e.g. the GHI-E/Blue Cross (21 day plan) payment for family coverage shall be equal to the HIP/HMO payment for family coverage.

b. If a GHI-E/Blue Cross plan (or a replacement plan) is offered to employees and retirees under age 65 which exceeds the cost of the HIP/HMO equalization provided in Section 7a, the City shall not bear the additional costs.

Section 8. Resolution of Disputes

a. Subject to the subsequent provisions of Section 8b, any dispute, controversy, or claim concerning or arising out of the execution, application, interpretation or performance of any of the terms or conditions of this Coalition Agreement shall be submitted to arbitration upon written notice therefor by any of the parties to this Coalition Agreement to the party with whom,

such dispute or controversy exists. The matter submitted for arbitration shall be submitted to an arbitration panel consisting of the three impartial members of the Board of Collective Bargaining pursuant to the rules of the Board of Collective Bargaining. Any award in such an arbitration proceeding shall be final and binding and shall be enforceable pursuant to Article 75, CPLR.

b. After incorporation of this Coalition Agreement into an applicable Separate Unit Agreement, any dispute, controversy or claim referred to in Section 8a which arises between the parties to such Separate Unit Agreement shall be submitted to the dispute resolution provisions of such applicable Separate Unit Agreement except that such dispute, controversy, or claim arising under Sections 7, 9 or 12 shall be resolved pursuant to Section 8a.

Section 9. Study of Certain Salaries

Any signatory union may request in writing to meet with OMLR to present its claim that there are specific and substantive inequities in the compensation of employees in the bargaining unit. All such requests must be submitted by a signatory Union within thirty days of the signing by such Union of the Coalition Agreement or March 31, 1983 whichever is earlier. If the Union and OMLR agree upon an adjustment to the compensation of any employees in the bargaining unit, such agreement shall be submitted as a recommendation to a joint panel consisting of one impartial designated by OMLR and one impartial designated by the Coalition of Municipal Unions.

If the Union and OMLR fail to agree upon an adjustment, the Union may make a presentation in writing to the joint panel within 15 days of the receipt of a letter from OMLR notifying the Union of the failure to agree.

Any determination of the joint panel to adjust the compensation of employees must be unanimous. The joint panel shall issue one report embodying all of its determinations. The determinations of the joint panel shall be final.

Section 10.

The attached "Addendum A" is incorporated by reference in this Coalition Agreement. In the event there is a conflict between this Coalition Agreement and said "Addendum A," the provisions of "Addendum A" shall govern.

Section 11.     Incorporation of Coalition Agreement

This Coalition Agreement shall be incorporated into the Separate Unit Agreements except for Sections 7, 8, 9 and 12.

Section 12.     Deferrals

a.     In accordance with the terms of the Opinion and Award of the Arbitration/Impasse Panel In the Matter of the Coalition Unions and The City of New York (OCB No. A-743-78/I-141-78), the City and the Unions have negotiated the terms for payment of deferrals. The terms of such repayment are set forth in the Deferral Payment Agreement dated January 25, 1983 and the

Companion Agreement dated January 25, 1983. In the event that the New York State Financial Control Board for the City of New York fails to approve the Companion Agreement, the parties shall not be bound by the terms of this Coalition Agreement.

b. If for any reason, the parties shall be bound to perform neither the obligations set forth in the Deferral Payment Agreement nor the Companion Agreement, the obligation shall continue and the parties shall effectuate a method for the payment of Deferrals as that term is defined in the Companion Agreement subject to the following conditions:

(1) Payments to employees shall commence on July 1, 1984 or as soon thereafter as possible and full payment shall be completed within seven years of the date of commencement of the payments.

(2) The total amount of payments to any employee shall be equal to the Deferrals made by such employee that are described in Exhibit B attached to the Companion Agreement (such amount referred to therein as the "Deferral Settlement Amount") and interest at the defined rate as provided in the Companion Agreement.

(3) The Employers shall be authorized by law and under generally accepted accounting principles to fund and account for such payments (including interest) by the annual appropriation in and disbursement through applicable operating budgets of amounts that do not exceed the amounts that would have been paid in each of

the seven fiscal years if the payments provided for in (a) through (g), including the end of the paragraph immediately following (g) which begins with "provided" and ends with "Deferral Settlement Amount," of Section 3 of the Companion Agreement, had been made.

(4) Payment of such amounts shall settle and extinguish all claims by or on behalf of the Unions or any employee in a title in a bargaining unit which has been certified to or represented by any of the Unions (during the period from the time Deferrals were made until the termination of this Agreement) against the Employers for payment of any Deferrals.

(5) Any taxes and employee pension contributions required to be withheld from any such payment shall be deducted therefrom prior to the disbursement of such payment to any employee.

### Section 13. Approval of Agreements

This Coalition Agreement and the Separate Unit Agreements are subject to approval in accordance with applicable law.

### Section 14.

In the event that any payment is not paid on the date due under this Coalition Agreement, such payment when made shall be paid retroactive to such date due.

Dated: January 25, 1983

New York, New York

WHEREFORE, we have hereunto set our hands and seals this  
day of , 1983.

THE CITY OF NEW YORK

BY: \_\_\_\_\_  
Director, Office of  
Municipal Labor Relations

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Acting Corporation Counsel

OTHER EMPLOYERS:

Board of Education

BY: \_\_\_\_\_

The City University of New York

BY: \_\_\_\_\_

Health & Hospitals Corporation

BY: \_\_\_\_\_

Fashion Institute of Technology

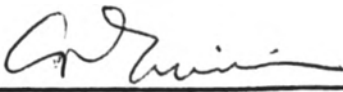
BY: \_\_\_\_\_

APPROVED: FINANCIAL CONTROL BOARD

BY: \_\_\_\_\_

COALITION OF UNIONS

District Council 37,  
AFSCME, AFL-CIO

BY:  \_\_\_\_\_  
ALAN R. VIANI

BY: \_\_\_\_\_  
Local 237, I.B.T.

BY: \_\_\_\_\_  
United Federation of Teachers

Name of Organization:

\_\_\_\_\_

BY: \_\_\_\_\_  
(authorized signature)

ADDENDUM A TO 1982-84 MUNICIPAL COALITION ECONOMIC AGREEMENT

Memorandum of Economic Agreement made this 25th day of January, 1983, and between the City of New York and the undersigned employers (collectively "the Employers") and the City Employees Union, Local 237, IBT ("Local 237") as the certified collective bargaining representative of those employees of the Employers covered by agreements successor to those terminating on December 31, 1981, June 30 and December 31, 1982 ("Separate Unit Agreements"), nevertheless excluding all Section 220 employees (collectively "the Employees")..

NOW, THEREFORE, IT IS AGREED as follows:

Section 1.      General Wage Increase

a.    Effective the first day of the applicable Separate Unit Agreement, Employees shall receive a general increase of 7-1/2% or \$900 per annum, whichever is greater.

b.    Effective the first day of the second year of the applicable Separate Unit Agreement, Employees shall receive an additional general increase of 7% or \$900 per annum, whichever is greater.

c.    The general increases provided for in Sections 1a and b shall be applied to the uniform allowances, if any, for the applicable titles.



Section 2.      Miscellaneous

All of the provisions of the Coalition Agreement which are not in conflict with the foregoing shall apply to the Employees and to such extent are deemed incorporated herein. This Addendum A is entered into because of the different agreement dates and circumstances governing these Employees and all other employees covered by the Coalition Agreement.

Section 3.

This Addendum A to the Coalition Agreement and the Separate Unit Agreement are subject to approval in accordance with applicable law.

WHEREFORE, we have hereunto set our hands and seals this  
day of , 1983.

THE CITY OF NEW YORK

CITY EMPLOYEES UNION, Local 237, IBT

BY: \_\_\_\_\_  
Director, Office of  
Municipal Labor Relations

BY: \_\_\_\_\_

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Acting Corporation Counsel

OTHER EMPLOYERS:

BY: \_\_\_\_\_  
Board of Education

BY: \_\_\_\_\_  
Board of Higher Education

BY: \_\_\_\_\_  
Health & Hospitals Corporation

APPROVED: FINANCIAL CONTROL BOARD

BY: \_\_\_\_\_



THE CITY OF NEW YORK  
OFFICE OF MUNICIPAL LABOR RELATIONS  
260 BROADWAY  
NEW YORK, N.Y. 10007

BRUCE McIVER  
DIRECTOR

HARRY KARETZKY  
1st DEPUTY DIRECTOR

ROBERT W. LINN  
DEPUTY DIRECTOR AND  
GENERAL COUNSEL

January 25, 1983

Mr. Barry Feinstein  
President  
Local 237, IBT  
West 14 Street  
New York, N.Y.

Dear Mr. Feinstein:

Re: Welfare Fund Payments

If Local 237 complies with the provisions of Sections 5a (ii) and c of the 1982-84 Municipal Coalition Economic Agreement by March 1, 1983, the increased contributions provided therein shall be retroactive to January 1, 1983.

If the above accords with your understanding, please execute the signature line provided below.

Very truly yours,

Bruce McIver

AGREED AND ACCEPTED

BY: \_\_\_\_\_  
ON BEHALF OF LOCAL 237, IBT



THE CITY OF NEW YORK  
OFFICE OF MUNICIPAL LABOR RELATIONS  
250 BROADWAY  
NEW YORK, N.Y. 10007

BRUCE McIVER  
DIRECTOR

HARRY KARETZKY  
1st DEPUTY DIRECTOR

ROBERT W. LINN  
DEPUTY DIRECTOR AND  
GENERAL COUNSEL

January 25, 1983

Mr. Alan R. Viani  
Director of Research & Negotiations  
District Council 37, AFSCME, AFL-CIO  
140 Park Place  
New York, NY 10007

Re: 1980-82 Citywide Agreement  
as Modified by 1982-84 MCEA

Dear Mr. Viani:

This is to confirm our understanding and agreement that as a result of the 1982-84 Municipal Coalition negotiations, the 1980-82 Citywide Agreement, upon approval of the 1982-84 MCEA, shall be amended or clarified effective July 1, 1982 as follows:

Notwithstanding the provisions of Article VII, employees and eligible employees who have separated from service shall have the option of changing their previous choice of Health Plans during the month of April, 1983, the substituted reopener period for the 1983-84 period.

If the above accords with your understanding, please execute the signature line provided below.

Very truly yours,

Bruce McIver

AGREED AND ACCEPTED

BY: \_\_\_\_\_



THE CITY OF NEW YORK  
OFFICE OF MUNICIPAL LABOR RELATIONS  
250 BROADWAY  
NEW YORK, N.Y. 10007

BRUCE McIVER  
DIRECTOR

HARRY KARETZKY  
1st DEPUTY DIRECTOR

ROBERT W. LINN  
DEPUTY DIRECTOR AND  
GENERAL COUNSEL

January 25, 1983

Mr. Albert Shanker  
President  
United Federation of Teachers  
260 Park Avenue South  
New York, New York

Re: Deferral of Annuity Fund Payments

Dear Mr. Shanker:

This is to confirm our mutual understanding that the United Federation of Teachers, the Board of Education and the City of New York reserve whatever rights they have regarding annuity fund payments and the obligation, if any, to pay those amounts.

If any party wishes to litigate this issue, it shall be submitted directly to the three impartial members of the Office of Collective Bargaining under the Deferral Payment and Companion Agreements.

If the above accords with your understanding, please execute the signature line provided below.

Very truly yours,

Bruce McIver

AGREED AND ACCEPTED

BY: \_\_\_\_\_  
UNITED FEDERATION OF TEACHERS

AGREED AND ACCEPTED

BY: \_\_\_\_\_  
THE BOARD OF EDUCATION



THE CITY OF NEW YORK  
OFFICE OF MUNICIPAL LABOR RELATIONS  
250 BROADWAY  
NEW YORK, N.Y. 10007

BRUCE McIVER  
RECTOR

HARRY KARETZKY  
1st DEPUTY DIRECTOR

ROBERT W. LINN  
DEPUTY DIRECTOR AND  
GENERAL COUNSEL

January 25, 1983

Mr. Albert Shanker  
President  
United Federation of Teachers  
260 Park Avenue South  
New York, New York

Re: Welfare Fund Payments for Employees  
Separated from Service

Dear Mr. Shanker:

This is to confirm our mutual understanding that if increases in the annual amounts paid to the UFT supplemental welfare benefits fund are negotiated in the future, then the annual amounts for eligible employees who have separated from service between July 1, 1970 through September 8, 1982 shall be increased by the same dollar amount.

If the above accords with your understanding, please execute the signature line provided below.

Very truly yours,

Bruce McIver

AGREED AND ACCEPTED

BY: UNITED FEDERATION OF TEACHERS

AGREED AND ACCEPTED

BY: THE BOARD OF EDUCATION



THE CITY OF NEW YORK  
OFFICE OF MUNICIPAL LABOR RELATIONS  
250 BROADWAY  
NEW YORK, N.Y. 10007

BRUCE McIVER  
DIRECTOR

HARRY KARETZKY  
1ST DEPUTY DIRECTOR

ROBERT W. LINN  
DEPUTY DIRECTOR AND  
GENERAL COUNSEL

January 25, 1983

Mr. Irwin Polishook  
President  
PSC/CUNY  
25 West 43 Street  
New York, New York 10036

Re: Welfare Fund Payments for Employees  
Separated from Service

Dear Mr. Polishook:

This is to confirm our mutual understanding that if increases in the annual amounts paid to the PSC supplemental welfare benefits fund are negotiated in the future, then the annual amounts for eligible employees who have separated from service between July 1, 1970 through August 31, 1982 shall be increased by the same dollar amount.

If the above accords with your understanding, please execute the signature line provided below.

Very truly yours,

Bruce McIver

AGREED AND ACCEPTED

BY: \_\_\_\_\_  
PSC/CUNY

AGREED AND ACCEPTED

BY: \_\_\_\_\_  
THE CITY UNIVERSITY OF NEW YORK



THE CITY OF NEW YORK  
OFFICE OF MUNICIPAL LABOR RELATIONS  
250 BROADWAY  
NEW YORK, N.Y. 10007

BRUCE McIVER  
DIRECTOR

HARRY KARETZKY  
1st DEPUTY DIRECTOR

ROBERT W. LINN  
DEPUTY DIRECTOR AND  
GENERAL COUNSEL

January 25, 1983

Mr. Theodore Elsberg  
President  
Council of Supervisors and Administrators  
345 Adams Street  
Brooklyn, New York 11201

Re: Welfare Fund Payments for Employees  
Separated from Service

Dear Mr. Elsberg:

This is to confirm our mutual understanding that if increases in the annual amounts paid to the CSA supplemental welfare benefits fund are negotiated in the future, then the annual amounts for eligible employees who have separated from service between July 1, 1970 through September 30, 1982 shall be increased by the same dollar amount.

If the above accords with your understanding, please execute the signature line provided below.

Very truly yours,

Bruce McIver

AGREED AND ACCEPTED

BY: \_\_\_\_\_

COUNCIL OF SUPERVISORS AND ADMINISTRATORS

AGREED AND ACCEPTED

BY: \_\_\_\_\_

THE BOARD OF EDUCATION